

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

MARTIN MARIETTA MATERIALS,)
INC.,)

Plaintiff,)

v.)

WALKER PATTON COMPANY, INC.,)

Defendant.)

CASE NO. _____

COMPLAINT

Plaintiff Martin Marietta Materials, Inc. (“Martin Marietta”) states as follows for its complaint against Defendant Walker Patton Company, Inc. (“Walker Patton”):

1. Walker Patton is an Alabama corporation with its principal place of business in Birmingham, Alabama.
2. Martin Marietta is a North Carolina corporation with its principal place of business in North Carolina.
3. In April 2017, Walker Patton purchased various aggregate products from Martin Marietta from Martin Marietta’s quarry in Shelby County, Alabama.
4. During that time, Walker Patton had an open account with Martin Marietta, and Martin Marietta invoiced Walker Patton for the goods sold.

5. Walker Patton accepted all of the goods provided by Martin Marietta.
6. Walker Patton has not paid any of Martin Marietta's invoices.
7. The outstanding balance on Walker Patton's account, including freight but not including interest, is \$118,879.90.

Count I – Breach of Contract

8. Martin Marietta adopts and incorporates herein the foregoing paragraphs.
9. Walker Patton's failure and refusal to pay Martin Marietta for invoices totaling \$118,879.90 constitutes breach of contract under Alabama law.
10. As a direct, proximate, foreseeable result of said breach, Martin Marietta has been damaged.

WHEREFORE, Martin Marietta demands judgment against Walker Patton in the amount of \$118,879.90, plus interest, costs, and attorney fees.

Count II – Open Account vs. Walker Patton

11. Martin Marietta adopts and incorporates herein the foregoing paragraphs.
12. Martin Marietta is due \$118,879.90 from Walker Patton on an open account.

WHEREFORE, Martin Marietta demands judgment against Walker Patton in the amount of \$118,879.90, plus interest, costs, and attorney fees.

Count III – Violation of Alabama Prompt Pay Act

13. Martin Marietta adopts and incorporates herein the foregoing paragraphs.

14. Walker Patton has violated the Alabama Prompt Pay Act, Ala. Code § 8-29-3, by failing and refusing to timely pay Martin Marietta's invoices totaling \$118,879.90.

15. As a direct, proximate, and foreseeable result thereof, Martin Marietta has been damaged.

WHEREFORE, Martin Marietta demands judgment against Walker Patton in the amount of \$118,879.90, plus interest, costs, and attorney fees.

s/ Wesley B. Gilchrist

One of the Attorneys for Plaintiff Martin
Marietta Materials, Inc.

OF COUNSEL:

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Birmingham, Alabama 35203-3200

(205) 581-0700

SERVICE INFORMATION

**SUMMONS AND COMPLAINT WILL BE SERVED BY CERTIFIED
MAIL, RETURN RECEIPT REQUESTED, ADDRESSED AS FOLLOWS:**

Walker Patton Company, Inc.
c/o Jimmy W. Masingill, Jr., Registered Agent
122 Spring Street
Birmingham, AL 35243

Walker Patton Company, Inc.
c/o Jimmy W. Masingill, Jr., President
2689 Queenstown Road
Birmingham, AL 35210